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6 UNITED STATES DISTRICT COURT

7 DISTRICT OF NEVADA

8 BRET RANGELOFF and AIMEE RANGELOFF,)
9)

10 Plaintiffs,)

11 vs.)

12 STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, DOES I through
13 X and ROE CORPORATIONS I through X,
inclusive,)

14 Defendants.)

CASE NO.: 2:15-cv-00789-RFB-CWH

**STIPULATION AND ORDER
FOR CONFIDENTIALITY
OF PLAINTIFFS' MEDICAL
RECORDS AND SOCIAL
SECURITY NUMBER**

15 Plaintiffs, Bret Rangelloff and Aimee Rangelloff ("Plaintiffs"), and Defendant, State Farm
16 Mutual Automobile Insurance Company ("Defendant"), by and through their attorneys of
17 record, stipulate to the confidentiality of any and all medical records (hereinafter referred to as
18 "the Records"), as well as Plaintiffs' Social Security Number, produced by Plaintiffs or obtained
19 by Defendant via any authorization(s) signed by Plaintiffs in this action, as follows:

20 IT IS HEREBY STIPULATED AND AGREED:

21 1. The Records shall not be disclosed or disseminated to any persons other than as
22 provided in this Stipulation and Order.

23 2. Defendant's counsel may make such use of the Records as the preparation and
24 trial of this case may reasonably require. Subject to the limitations of this Stipulation and
25 Order, counsel shall only disclose the Records to the Court, parties to the litigation, Defendant's
26 insurer or other representative, and prospective witnesses, including experts.

27 3. The Records shall be used solely for purposes of this lawsuit and shall not be
28 otherwise used in the business of, or in any manner otherwise disclosed by, counsel, any party,

1 witnesses, insurer(s) or other representative(s), or any employee thereof, at any time during this
2 litigation or after its conclusion.

3 4. In addition, Plaintiffs' Social Security Numbers shall remain confidential except
4 as necessary for Defendant to comply with the Medicare, Medicaid and SCHIP Extension Act of
5 2007, 42 U.S.C. §1395y. Defendant shall not use, or cause to be used, Plaintiffs' Social
6 Security Numbers for any other purpose except compliance with the Medicare, Medicaid, and
7 SCHIP Extension Act of 2007, 42 U.S.C. § 1395y.

8 5. At the conclusion of this lawsuit by settlement, jury verdict, nonsuit, dismissal,
9 judgment, order, or otherwise, all of the Records, including any and all copies or renditions
10 made from the Records, shall be returned to Plaintiffs, deleted or destroyed within thirty (30)
11 days following written request by counsel for Plaintiffs, provided said written request is made
12 within thirty (30) days of said conclusion.

13 6. This Order shall remain in full force and effect through all phases of this
14 litigation, including discovery, trial and appeal.

15 7. All counsel shall at all times keep secure all notes, abstracts or other work
16 product derived from or containing any part of the Records. Counsel shall be obligated to
17 maintain the confidentiality of the Records and shall not disclose or reveal the contents of such
18 notes, abstracts, or other work product containing the Records or any part of it after the Records
19 are returned and surrendered in accordance with Paragraph 5 of this Order.

20 8. Notwithstanding any provision of this Order, if any person referenced in
21 Paragraph 2 of this Order receives a subpoena or order purporting to require the production of
22 the Records or any part of them, the party receiving such subpoena, order, notice or other
23 document shall immediately notify Plaintiffs in a reasonable time and manner so as to allow
24 Plaintiffs to oppose such production. If Plaintiffs do not oppose the production or Plaintiffs'
25 opposition to such production is not successful, nothing in this Order shall prohibit their
26 production.

27 9. The failure of Plaintiffs to demand and/or enforce strict compliance with the
28 terms of this Order in any particular respect shall not be deemed to constitute any waiver of the

1 rights conferred by this Order in other respects.

2 10. References to persons in this Order shall be taken and construed to refer to
3 natural persons, and to corporations and other entities.

4 11. Any and all authorizations signed by Plaintiffs in connection with this claim
5 prior to the filing of this lawsuit are deemed null and void and shall not be utilized by Defendant
6 or any representative thereof.

7 12. A breach of the terms of this Order shall entitle Plaintiffs to appropriate
8 sanctions, including but not limited to attorneys fees and costs incurred in the enforcement of
9 this Order.

10 DATED this 10th day of ^{November}~~October~~, 2015.

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12 MYERS & GOMEL, P.C.

13 By: 

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17 Attorney for Plaintiffs

DENNETT WINSPEAR LLP

13 By: 

14 Ryan L. Dennett, Esq.
15 3301 N. Buffalo Drive, Suite 195
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17 Attorney For Defendant

18 **ORDER**

19 IT IS ORDERED.

20 DATED: November 18, 2015

21 Submitted by:
22 MYERS & GOMEL, P.C.

23 By: 

24 Jeffrey R. Gomel, Esq.
25 2920 S. Rainbow Blvd., #180
26 Las Vegas, Nevada 89146
27 Attorney for Plaintiffs
28


United States Magistrate Judge